

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF GEORGIA**

INTERNATIONAL FOREST PRODUCTS  
LLC,

Plaintiff,

V.

LIBERTY TERMINALS LLC A/K/A  
LIBERTY TERMINAL SAVANNAH LLC,

Defendant.

Civil Action No. 4:16-cv-259-WTM/GRS

## COMPLAINT IN ADMIRALTY

Plaintiff International Forest Products LLC (“Plaintiff” or “IFP”), by its attorneys, Duane Morris LLP, alleges upon information and belief, as follows:

## PARTIES

1. At and during all the times hereinafter mentioned, Plaintiff was and is a legal entity formed and existing under the laws of Massachusetts with an office and place of business at One Patriot Place, Foxboro, Massachusetts 02035. Plaintiff brings this action on its own behalf and as agent or trustee on behalf of and for the interest of all parties who had, have, or may be or become interested in the said paper product at issue in this action.

2. At and during all the times hereinafter mentioned, defendant Liberty Terminals LLC a/k/a Liberty Terminal Savannah LLC (“Defendant” or “Liberty”)

was and is a legal entity formed and existing under the laws of Georgia with an office and place of business at 1112 Marine Terminal Drive, Savannah, Georgia 31404, and the Port of Savannah, and was and is now engaged in business as a terminal operator, stevedore, public bailee or warehouseman of merchandise for hire.

### **JURISDICTION AND VENUE**

3. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and within the admiralty jurisdiction of this Court pursuant to 28 U.S.C. § 1333.

4. The Court also has jurisdiction over this claim pursuant to 28 U.S.C. § 1332 in that the citizenship of the parties is diverse, and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

5. The Court also has pendent, ancillary, and supplemental jurisdiction pursuant to 28 U.S.C. § 1367.

6. Venue is proper in this district pursuant to 28 U.S.C. § 1391.

### **FACTS**

7. This is an action to recover approximately \$400,000.00 for damage to rolls of unbleached kraft liner board (the “Product”) caused by Defendant.

8. During all relevant times Plaintiff owned the Product.

9. During all relevant times Defendant represented itself to Plaintiff as skilled and experienced in the receipt, care, handling, storage and loading of reams or rolls of paper, including the loading of ocean shipping containers for carriage on board overseas vessels.

10. In reliance on Defendant's representations, Plaintiff sent, and Defendant agreed to accept and receive, multiple reams or rolls of paper for Plaintiff's account as a public terminal, stevedore, bailee, warehouseman, cargo handler, and ocean container loader.

11. In 2014, in consideration of certain charges paid by Plaintiff or agreed to be paid, Defendant agreed to and did accept and receive the Product to care for, handle, store and load the Product into ocean shipping containers for carriage on board overseas vessels.

12. At the time of Defendant's acceptance and receipt, the Product was in good condition, and Defendant did not take exception to the condition of the Product as received and accepted.

13. Defendant failed to care for, handle, store, or correctly load the Product into ocean shipping containers.

14. Instead, Defendant seriously injured, impaired in value, and/or destroyed the Product.

15. The Product was not in good condition, but instead seriously injured, impaired in value, and/or destroyed due to Defendants' action, inaction or wrongful conduct or omissions.

16. Defendant violated its agreement with Plaintiff, and its duties as a public terminal, stevedore, bailee, warehouseman, cargo handler, and ocean container loader.

17. Defendant's actions were negligent, grossly negligent, willful misconduct, or other wrongful and malicious conduct for which it is responsible.

18. As a result of Defendant's actions, Plaintiff has sustained damages in an amount of nearly \$400,000.00.

**AS AND FOR A FIRST CAUSE OF ACTION - BREACH OF BAILMENT**

19. Plaintiff repeats and realleges Paragraphs 1 through 18 as if fully set forth herein.

20. Defendant acted as a bailee of the Product for good consideration.

21. As a bailee who warranted and had a legal duty to safely care for, handle, store, and correctly load the Product in the same condition as when accepted and delivered to it and to perform its services as a bailee or to ensure that those services were performed with reasonable care and in a non-negligent and workmanlike manner.

22. Defendant breached its bailment obligations and negligently failed to care for, handle, store, and correctly load the Product in the same condition as when accepted and delivered to it.

23. By reason of the foregoing, Defendant is liable to Plaintiff, in an amount which as nearly as can now be estimated is up to or exceeding \$400,000.00

**AS AND FOR A SECOND CAUSE OF ACTION - BREACH OF  
CONTRACT**

24. Plaintiff repeats and realleges Paragraphs 1 through 23 as if fully set forth herein.

25. For good consideration, Defendant accepted and received the Product, and agreed to safely care for, handle, store, and correctly load the Product into ocean shipping containers for delivery to Plaintiff's accounts, in the same condition as when accepted and delivered to it.

26. Thereafter, Defendant breached those contract obligations and negligently failed to care for, handle, store, and correctly load the Product in the same condition as when accepted and delivered to it.

27. By reason of the foregoing, Defendant is liable to Plaintiff, in an amount which as nearly as can now be estimated is up to or exceeding \$400,000.00.

## **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff prays:

1. That judgment be entered in its favor and against Defendant for the amount of \$400,000, together with interest and costs, and attorneys' fees associated with bringing and maintaining this action, and bad faith and punitive damages; and,
2. That the Court grant to Plaintiff such other and further relief as may be just and proper.

This 28<sup>th</sup> day of September, 2016.

**DUANE MORRIS LLP**

By: /s/ William D. Barwick

William D. Barwick, Esq.

Georgia Bar No. 041025

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Kenneth B. Franklin\*\*

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\*\*Admission pending to the United States District Court for the Southern District of Georgia

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

International Forest Products LLC

(b) County of Residence of First Listed Plaintiff Norfolk Co., MA

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

William D. Barwick and Kenneth B. Franklin, DUANE MORRIS LLP  
1075 Peachtree Street NE, Suite 2000, Atlanta, GA 30309  
404-253-6900**DEFENDANTS**

Liberty Terminals LLC a/k/a Liberty Terminal Savannah LLC

County of Residence of First Listed Defendant Chatham Co., GA

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question  
(U.S. Government Not a Party)
- ☒ 4 Diversity  
(Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                                   | DEF                                   |   | PTF                        | DEF                        |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1            | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2            | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3            | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input checked="" type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation

**VI. CAUSE OF ACTION**Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 USC 1332

Brief description of cause:

Breach of contract to load containers for ocean export

**VII. REQUESTED IN COMPLAINT:**☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.DEMAND \$  
400,000.00

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE \_\_\_\_\_

DOCKET NUMBER \_\_\_\_\_

DATE

09/28/2016

SIGNATURE OF ATTORNEY OF RECORD

/s/ William D. Barwick

**FOR OFFICE USE ONLY**

RECEIPT # \_\_\_\_\_

AMOUNT \_\_\_\_\_

APPLYING IFP \_\_\_\_\_

JUDGE \_\_\_\_\_

MAG. JUDGE \_\_\_\_\_

UNITED STATES DISTRICT COURT  
*Southern District of Georgia*

International Forest Products LLC

**SUMMONS IN A CIVIL CASE**

V.

Liberty Terminals LLC a/k/a Liberty  
Terminal Savannah LLC

CASE NUMBER:

TO: (Name and address of Defendant)

Liberty Terminals LLC a/k/a Liberty Terminal Savannah  
LLC  
c/o Corporation Service Company, REGISTERED AGENT  
40 Technology Parkway South, Suite 300, Ben Hill  
Norcross, GA 30092

**YOU ARE HEREBY SUMMONED** and required to serve on PLAINTIFF'S ATTORNEY (name and address)

William D. Barwick

Kenneth B. Franklin

Duane Morris LLP

1075 Peachtree Street NE, Suite 2000

Atlanta, Georgia 30309

an answer to the complaint which is served on you with this summons, within 21 days after service of this summons on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

Scott L. Poff

CLERK

DATE

(By) DEPUTY CLERK